

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARTIN LUTHER KING, JR.
COUNTY, et al.,

No. 2:25-cv-00814-BJR

Plaintiffs,

DECLARATION OF PATRICK
CORNELL

v.

SCOTT TURNER in his official capacity
as Secretary of the U.S. Department of
Housing and Urban Development, et al.,

Defendants.

I, PATRICK CORNELL declare as follows:

1. I am over eighteen years of age. I have personal knowledge of the facts contained in this declaration and am otherwise competent to testify to the matters in this declaration.

Personal Background

2. I am the Chief Financial Officer ("CFO") for the City of Pittsburgh.

3. I began my career with the City of Pittsburgh in 2015 as a Budget Analyst after completing my Master of Public Administration from the University of Pittsburgh. As a Budget Analyst, I managed expenditures for several key departments, including Public Safety, Finance, and Human Resources. Since then, I have served as a Senior Budget Analyst, Assistant Director, and Deputy Director in the Office of Management and Budget. In my current role as the CFO, I oversee the City of Pittsburgh's Operating, Capital, and Community Development budgets.

1 4. I hold undergraduate degrees in Mathematics and Economics from the University
2 of Pittsburgh. During undergraduate and graduate school, I deepened my understanding of
3 government operations and the role that grant funding plays in the operation of cities like the City
4 of Pittsburgh.

5 5. Based on my background and experience with the City of Pittsburgh, I understand
6 the critical role that grant funding plays in supporting the City of Pittsburgh's operations and long-
7 term goals. Grant funding enables City of Pittsburgh departments to pursue projects and services
8 that would otherwise be unattainable through the general fund alone. Grant funds are essential for
9 addressing key priorities, especially in terms of connectivity to safety infrastructure including
10 bridges, roadways and other traffic safety obstacles.

11
12 **The City of Pittsburgh and the Safe Streets and Roads for All Grant.**

13
14 6. Currently the City of Pittsburgh is the recipient of many necessary Department of
15 Transportation ("DOT") grants, and one specifically from the Federal Highway Administration
16 ("FHWA") called the Safe Streets and Roads for All grant ("SS4A").

17 7. The City of Pittsburgh is committed to achieving a future with zero traffic
18 fatalities. The City of Pittsburgh has taken a significant step forward by adopting a "Vision Zero"
19 resolution, demonstrating the City of Pittsburgh's unwavering dedication to safety on our streets.
20 To move this vision from aspiration to reality, the City of Pittsburgh is relying on SS4A grant
21 funds.
22

23 **City of Pittsburgh's award of a SS4A Grant.**

24 8. As the CFO I am aware that in 2024 the City of Pittsburgh was awarded grant funds from
25 pursuant to the SS4A grant program. The City of Pittsburgh planned to use those funds to conduct
26 road safety audits of ten high injury corridors in the City. The grants funds would also develop a
27

1 “Vision Zero” focus complete streets design. The City of Pittsburgh has plans to use the SS4A
 2 funds to deploy three demonstration projects, all of which will make the roads in the City of
 3 Pittsburgh safer.

4 9. The City of Pittsburgh, through its Department of Mobility and Infrastructure (“DOMI”)
 5 intends to use the SS4A funds to conduct targeted studies within identified high injury traffic
 6 corridors. The studies will determine whether the specific streets or corridors are unsafe, why the
 7 traffic in the area is unsafe, and how to address those particular safety issues. The City of Pittsburgh
 8 further intends to use the findings of the SS4A funded studies to address any similar traffic issues
 9 throughout the City.
 10

11 10. Based on the award of the funds in the SS4A grant, the City of Pittsburgh has already
 12 budgeted local funds to match the funds of the grant. The City of Pittsburgh has also planned to
 13 spend the SS4A grant money in approved budgets for the immediate fiscal years.
 14

15 **SS4A Grant Application Process**

16 11. To get the funds described above, in 2024 the City of Pittsburgh responded to a NOFO
 17 announcing a competitive grant, the SS4A grant. The City of Pittsburgh developed and submitted
 18 an application in compliance with the FY 2024 SS4A NOFO’s stated policy priorities, including
 19 equity and environmental justice.
 20

21 12. The City of Pittsburgh was notified that it was awarded a SS4A grant via email September
 22 9, 2024. The email notified the City of Pittsburgh that the parties to the SS4A would work
 23 diligently toward executing grant agreement in the matter.

24 **New terms and conditions of the SS4A Grant**

25 13. Initially, the City of Pittsburgh anticipated and was working with the Federal Highway
 26 Administration (“FHWA”) to finalize a SS4A Grant Agreement in line the stated purposes and
 27

1 policies in the 2024 NOFO.

2 14. However, on or about May 9, 2025, the City of Pittsburgh received an updated SS4A grant
 3 agreement ("SS4A Agreement") from the FHWA for the SS4A funds granted in FY 2024. The
 4 City of Pittsburgh generally signs and returns such agreements within approximately sixty (60)
 5 days. The SS4A Agreement contained additional conditions not previously included in the NOFO
 6 and that the City of Pittsburgh was not aware of when it applied for funding. Specifically, the
 7 SS4A Agreement requires the City of Pittsburgh to agree to conditions that appear to prohibit
 8 diversity, equity, and inclusion. The conditions that prohibit diversity, equity, and inclusion
 9 conflict with the City of Pittsburgh's home rule charter and ordinances. The City of Pittsburgh has
 10 formally established the Equal Opportunity Review Commission ("EORC") to promote and
 11 enforce equal employment opportunity practices in City of Pittsburgh contracts. Ordinances
 12 governing the EORC include specific goals to make room for minority and women participation
 13 in contracts. Eliminating DEI efforts would undermine these legally adopted policies and obstruct
 14 the City of Pittsburgh's commitment to equitable contracting and inclusion. The new SS4A Grant
 15 Agreement removed language encouraging the City of Pittsburgh to contract with small
 16 businesses, minority businesses, women's business enterprises and even veteran owned
 17 businesses. The City of Pittsburgh is unwilling and unable, as explained above, to sign the new
 18 SS4A Grant Agreement due to its conflict with the City of Pittsburgh's commitment to equitable
 19 contracting and inclusion . Attached to this Declaration as Exhibit A is a true and correct copy of
 20 SS4A FY24 Grant Agreement Pittsburgh_ NEW TEMPLATE JME 05092025.

24 **Negative Impacts of Losing the SS4A Grant Funding**

25 15. The loss of the SS4A grant funding would significantly hinder the City of Pittsburgh's
 26 ability to implement critical safety measures, putting citizens at risk. Loss of the SS4A grant funds
 27

1 would negatively affect City -wide traffic calming efforts. Without the SS4A funding efforts
2 Pittsburgh would be unable to do the targeted work to determine if a street or corridor is unsafe
3 and plan to address the issue and would further lose the ability to use the knowledge and
4 information gained in that project in application to all city traffic calming and traffic safety
5 projects.
6

7 16. Furthermore, loss of the SS4A grant funding would negatively impact immediate future
8 budgets within the City of Pittsburgh because the SS4A funds are already allocated to important
9 traffic studies needed within the City of Pittsburgh.

10 17. I declare under penalty of perjury that the foregoing is true and correct.
11

12 EXECUTED this 19 day of May, 2025.
13

14 
15 PATRICK CORNELL
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26
27

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2025, I served a true and correct copy of the foregoing document on the following parties by the method(s) indicated below:

Brian C. Kipnis Annalisa L. Cravens Sarah L. Bishop Rebecca S. Cohen <i>Assistant United States Attorneys</i> Office of the United States Attorney 700 Stewart Street, Suite 5220 Seattle, WA 98101-1271 brian.kipnis@usdoj.gov annalisa.cravens@usdoj.gov sarah.bishop@usdoj.gov rebecca.cohen@usdoj.gov <i>Attorneys for Defendants Scott Turner, U.S. Dept. of Housing and Urban Development, Sean Duffy, U.S. Dept. of Transportation, Tariq Bokhari, the Federal Transit Administration, Gloria M. Shepherd, the Federal Highway Administration, Chris Rocheleau, the Federal Aviation Administration, Drew Feeley, the Federal Railroad Administration</i>	<input checked="" type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
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I declare under penalty of perjury under the laws of the United States and the State of Washington that the foregoing is true and correct.

DATED this 21st day of May, 2025.

/s/ Gabriela DeGregorio

Gabriela DeGregorio
 Litigation Assistant
 Pacifica Law Group LLP

CERTIFICATE OF SERVICE

PACIFICA LAW GROUP LLP
 401 UNION STREET
 SUITE 1600
 SEATTLE, WASHINGTON 98101
 TELEPHONE: (206) 245-1700
 FACSIMILE: (206) 245-1750

EXHIBIT A

1. Federal Award No.

[insert No.]

2. Effective Date

See No. 16 Below

3. Assistance Listings No.

20.939

4. Award To

City of Pittsburgh
414 Grant Street
Pittsburgh, PA 15219-2404

Unique Entity Id.: MNM2NPJ8GVF3
TIN No.: 25-6000879

5. Sponsoring Office

U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance

Effective Date of Award – December 31, 2028

7. Total Amount

Federal Share:	\$1,320,000
Recipient Share:	\$330,000
Other Federal Funds:	\$0
Other Funds:	\$
Total:	\$1,650,000

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment
and Jobs Act (IIJA, Pub. L. 117–58, November
15, 2021)

10. Procurement Request No.

HSA250180PR

11. Federal Funds Obligated

Base Phase: Pre-NEPA \$1,040,000

12. Submit Payment Requests To

See Article 5.

13. Accounting and Appropriations Data

[insert Data]

14. Description of the Project

This phased agreement includes two supplemental planning activities (conducting road safety audits and developing a Complete Streets Design Manual) and two demonstration activities (initiating a Community Ambassador Program and quick build safety improvement installations in two areas). Preliminary engineering and final design of the quick build installations will be completed by city staff and will not utilize SS4A grant or matching funds.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Ed Gainey
Title: Mayor, City of Pittsburgh

Reviewed By:

Signature Date
Name: Jake Pawlak
Title: Director, Office of Management & Budget

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name:
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Pittsburgh (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Dignity in Human Mobility: City of Pittsburgh's Vision Zero Journey Towards Safer Communities.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Dignity in Human Mobility: City of Pittsburgh's Vision Zero Journey Towards Safer Communities

Application Date: May 14, 2024

2.2 Award Amount.

SS4A Grant Amount: \$1,320,000

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table			
Phase the Project		Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA	Supplemental Planning Activity 01	\$650,000	
	Supplemental Planning Activity 02	\$150,000	
	Demonstration Activity 01	\$240,000	
	Demonstration Activity 02 - Preliminary Engineering	\$0	
	Base Phase Total	\$1,040,000	

Obligation Condition Table			
Phase the Project		Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Final Design	Demonstration Activity 02	\$0	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project</p>

Obligation Condition Table			
Phase the Project		Allocation of the SS4A Grant	Obligation Condition
			<p>and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.</p>

Option Phase 2: Construction	Demonstration Activity 02	\$280,000	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section</p>
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Obligation Condition Table			
Phase the Project		Allocation of the SS4A Grant	Obligation Condition
			<p>are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

2.4 Budget Period.

Base Phase Budget Period: January 31, 2025 to March 31, 2028

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The City of Pittsburgh will utilize grant funds to help achieve a future with zero traffic fatalities and serious injuries. The grant funded efforts are consistent with the City's adoption of a Vision Zero resolution and include two Supplemental Planning Activities and two Demonstration Activities.

The project will be completed in three phases.

Base Phase: Pre-NEPA

Supplemental Planning Activity 01: Road Safety Audit & Proactive Novel Safety Research

- Conduct a Road Safety Audit of up to ten high injury corridors to be identified by the city in collaboration with the recommendations from the *Comprehensive Safety Action Plan for Allegheny County*.
- Identify and conduct research and modeling of the riskiest intersections in the city to inform planning and design of safety treatments and traffic safety design policies for these intersections. This work will be complete in partnership with Carnegie Mellon University's (CMU) College of Engineering.
- Produce a draft and final report that summarizes the findings and recommendations of the road safety audits and intersection research.

Supplemental Planning Activity 02: Vision Zero focused Complete Streets Design Manual

- Develop complete streets design guidelines for the right-of-way, focusing on fundamental principles of a safe and equitable transportation system. The document will establish a functional classification and mode-emphasis hierarchy for the city's streets and minimum standards for right-of-way design that prioritizes the needs of vulnerable road users. The manual will outline process to incorporate a data driven safety analysis in the traffic impact analysis in the city's existing development review system.
- Produce a draft and final report for the Complete Streets Design Manual.

Demonstration Activity 01: The Vision Zero Activity - Community Ambassador Program

- Develop marketing and educational campaign materials that can be used by community ambassadors to promote road safety, as well as the principles of vision zero and a safe system approach within their communities.
- Facilitate educational trainings with community ambassadors and community members on the idea of Vision Zero and road safety.
- Produce a draft and final report that provides an overview of the community ambassador program, before-and-after study of the effectiveness of the program through a participant surveys, recommendations and lessons learned.

Demonstration Activity 02: Enhancing Safety via Roadway Reconfiguration – Preliminary Engineering

- Preliminary engineering and NEPA approval for the all-mode safety improvements along Highland Avenue generally between Baum Boulevard and Stanton Avenue in the East Liberty neighborhood and Downtown Pittsburgh's Central Business District. Preliminary engineering and identification of temporary materials for the quick-build installation will

be performed by City employees and will not be funded by SS4A grant or matching funds.

- Highland Avenue potential improvements include pavement markings for a road diet, pavement markings and signage for dedicated bike facility, paint and bollard curb extensions, and high visibility crosswalks with appropriate signage.
- Downtown Pittsburgh Central Business District potential improvements include paint and bollard daylighting, planters, and other temporary installations aimed at safeguarding spaces for bicyclists and pedestrians.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation

Demonstration Activity 02: Enhancing Safety via Roadway Reconfiguration – Final Design

- Prepare final construction plans, detailed construction specifications, and detailed cost estimate for safety improvements along Highland Avenue in the East Liberty neighborhood and Downtown Pittsburgh’s Central Business District. Final design will be performed by City employees and will not be funded by SS4A grant or matching funds. The improvements will be built within the public right-of-way and will not require utility relocations.
- Collect pre-construction data.

Option Phase 2: Construction

Demonstration Activity 02: Enhancing Safety via Roadway Reconfiguration – Construction

- Construct temporary safety improvements along Highland Avenue and within the Downtown Pittsburgh Central Business District.
- Collect post construction data.
- Produce a draft and final report that includes an overview of the implemented improvements, before-and-after study of the effectiveness of the demonstration activities, and recommendations and lessons learned.

3.2 Project’s Estimated Schedule.

Supplemental Planning 01 Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	April 30, 2027
Planned SS4A Final Report Date:	August 31, 2027

Supplemental Planning 02 Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	January 31, 2027
Planned SS4A Final Report Date:	May 31, 2027

Demonstration Activity 01 Schedule

Milestone	Schedule Date
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Planned SS4A Final Report Date:	March 31, 2028
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Demonstration Activity 02 Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	December 31, 2025
Planned Construction Substantial Completion and Open to Public Use Date:	October 31, 2028
Planned SS4A Final Report Date:	December 31, 2028

3.3 Project's Estimated Costs.**(a) Eligible Project Costs**

Eligible Project Costs	
SS4A Grant Amount:	\$1,320,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$130,000
In-Kind Match: ¹	\$200,000
Other Funds:	\$0
Total Eligible Project Cost:	\$1,650,000

¹Carnegie Mellon University (CMU) will provide in-kind services in support of Supplemental Planning Activity 01.

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$1,300,000		\$1,300,000
Construction	\$350,000		\$350,000
Project Total	\$1,650,000		\$1,650,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding

provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4**CONTACT INFORMATION****4.1 Recipient Contact(s).**

Andrew Shull
 Grants Officer, OMB
 City of Pittsburgh
 414 Grant St.
 Phone: 412-255-8924
 Email: andrew.shull@pittsburghpa.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Panini A. Chowdhury, AICP, RSP	Senior Planning Manager (Transportation)
Angie Martinez	Assistant Director, Planning, Policy & Permitting

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
 Federal Highway Administration
 Office of Safety
 HSSA-1, Mail Stop: E71-117
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
 Federal Highway Administration
 Office of Acquisition and Grants Management
 HCFA-42, Mail Stop E62-310
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Pennsylvania
 Agreement Officer's Representative (AOR)
 30 North Third Street, Suite 700
 Harrisburg, PA 17101
 717-221-3461
pennsylvania.fhwa@dot.gov

and

Jeffrey M Engle
Pennsylvania Division Office Lead Point of Contact
Operations-Safety Engineer
30 North Third Street, Suite 700
Harrisburg, PA 17101
717-221-4423
jeff.engle@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests.

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the

DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plans will be made publicly available and agrees that it will publish the final Supplemental Action Plans on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.
- 6.9** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Downtown Pittsburgh Central Business District and Highland Avenue between Baum Boulevard and Stanton Avenue in the East Liberty neighborhood

Baseline Measurement Date: June 30, 2027

Baseline Report Date: August 31, 2027

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of	Within 120 days after the end of the

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Demonstration Grants with demonstration activities]	sidewalks installed, number of pedestrian crossings upgraded, etc.)	period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: The application included Demonstration Activity 02 and Demonstration Activity 03. Both activities are pilot safety demonstrations. Due to the similar scope and schedule of the activities, they were combined as Demonstration Activity 02 in the grant agreement.

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds	\$1,320,000	80%		
Other Federal Funds				
Non-Federal Funds	\$330,000	20%		
Total Future Eligible Project Costs				
Total Project Costs	\$1,650,000			

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

[Insert supporting text, as described in the table above.]

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

ATTACHMENT G

[RESERVED]

